

# 315  
30315

abccombagmt.700

**VOLUNTARY AGREEMENT CONCERNING ISSUANCE OF LICENSE  
FOR SALE OF ALCOHOLIC BEVERAGES**

and ANCLC *Included as "Protestant"*

**THIS AGREEMENT**, made and entered into this 8<sup>th</sup> day of August, 2000, by and between Salgo Corp. Trading as Common Share hereinafter the "Applicant"), and Kalorama Citizens Association (hereinafter the "Protestant"), witnesses:

Whereas Applicant has filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the renewal of a class C License for the premises known as The Common Share, located at 2003 18<sup>th</sup> Street NW, N.W., Washington, D.C.,

Whereas Protestant has filed before the Board protests opposing the granting of this renewal,

Whereas in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the renewal of the license and withdrawal of the Protest, *provided* that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement,

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns,

Now therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Hours. The hours of operation shall be:

	Mon.-Thurs.	Friday	Saturday	Sunday
Inside:				
Roof:	N/A			
Patio(s):	N/A			

*hours that are allowed by DC ABC regulations*

If different from above, hours when alcohol will be served:

Inside:				
Roof:				
Patio(s):				

2. Seating. Seating capacity will not exceed:

Interior tables: 120

Interior bar: 120

Patio(s) DA/A:

Roof: DA/A

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR Section 905. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises.

4. Trash/garbage/rodents. Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and eliminate the rat population.

5. Exterior including public space. (a) Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.

(b) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

6. Items specific to establishment.

will maintain and place and maintain a trash receptacle in front of the establishment

(Note: Be specific: locations, hours, soundproofing, etc.)

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls".

8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise down from 11:00 PM to 7:00 AM.

9. Modification. This agreement can be modified only by mutual agreement of all the parties.

10. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

11. Withdrawal of protests. Protestant agrees to the issuance of the renewal of the license and withdrawal of their Protests, *provided* that the present Voluntary Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

APPLICANT:

The Common Sense  
By: Arthur V. Vana

PROTESTANT:

CD Brooks  
Kalorama Citizens Association  
By: Christine D. Brooks

RE Jette 8/12/00  
ANCLC

**BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD**

**In the Matter of:**

Salgon Corporation  
t/a The Common Share

Case No. 30315-00111P

Application for a Retailer's License  
CR - new application  
at premises  
2003 18<sup>th</sup> Street NW  
Washington, D. C.

**Peter Schott, Vice-Chair, Advisory Neighborhood Commission 1C, Protestant**

**Pontip Gorgorne, President, on behalf of the Salgon Corporation, Applicant**

**BEFORE: Roderic L. Woodson, Esquire, Chair  
Vera Abbott, Member  
Charles Burger, Member  
Laurie Collins, Member  
Judy Moy, Member  
Ellen Oppen-Weiner, Esquire, Member  
Audrey E. Thompson, Member**

**ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT**


The application, having been protested, came before the Board for public hearing on August 16, 2000, in accordance with D. C. Code Section 25-115 (c)(5)(1999 Supp.), providing for the protestants to be heard. Peter Schott, Vice-Chair, on behalf of the Advisory Neighborhood Commission ("ANC") 1C, filed a timely protest letter dated July 31, 2000.

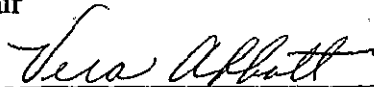
**Salgon Corporation  
t/a The Common Share  
Page two**

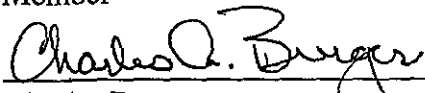
The official records of the Board reflect that the parties have now reached an agreement, which has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated August 8, 2000, the Protestant has agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned.

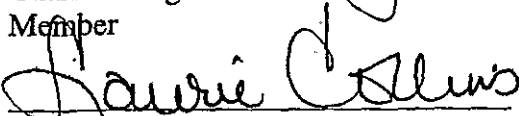
Accordingly, it is this 31<sup>st</sup> day of January 2001, **ORDERED** that:

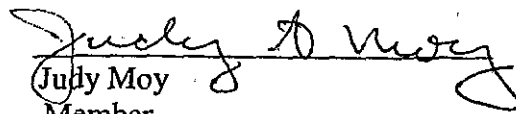
1. The protest of ANC IC be, and the same hereby, is **WITHDRAWN**;
2. The above- referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**;
3. The application of Salgon Corporation t/a The Common Share , for a retailer's class CR renewal license at premises 2003 18<sup>th</sup> Street NW, Washington, D.C., be, and the same hereby, is **GRANTED**; and,
4. Copies of this Order shall be sent to the Protestants and the Applicant.

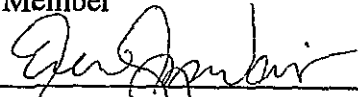
  
\_\_\_\_\_  
Roderic L. Woodson, Esquire  
Chair


  
\_\_\_\_\_  
Vera Abbott  
Member

  
\_\_\_\_\_  
Charles Burger  
Member

  
\_\_\_\_\_  
Laurie Collins  
Member

  
\_\_\_\_\_  
Judy Moy  
Member

  
\_\_\_\_\_  
Ellen Oppenheimer, Esquire  
Member

  
\_\_\_\_\_  
Audrey E. Thompson  
Member

Prot. rec'd. 11/20/02 (bl)  
30315

**COOPERATIVE AGREEMENT CONCERNING  
RENEWAL OF LICENSE  
FOR SALE OF ALCOHOLIC BEVERAGES**

**AGREEMENT**, made and entered into this 20<sup>th</sup> day of November, 2002, by and between Salgon Corporation, Trading as Common Share (hereinafter referred to as "Applicant"), and Advisory Neighborhood Commission 1C, Kalorama Citizens Association, and Karen Sasahara, Michael Ratney, Ronald Ross, Ryan Haupt, Tara Haupt, and Martin Tarratt, six individual residents of the Ashley Condominium, 2038 18th Street, NW, sharing a common ground of protest (hereinafter referred to jointly as "Protestants"), witnesseth:

**Whereas** Applicant has filed an Application (Case No. 30315-02/080P) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the renewal of a Class CR-01 License for the premises known as The Common Share located at 2003 18th Street, NW, Washington, DC,

**Whereas** Protestants have filed before The Board their protests opposing the granting of this Application,

**Whereas** in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching cooperative agreements, the Parties hereto desire to enter into a cooperative agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestants' concerns and to include this Agreement as a formal condition of its Application, and (2) Protestants will agree to the approval of the Application and withdrawal of their respective Protests *provided* that such Agreement is incorporated into the Board's order approving such Application, which order is thereby conditioned upon compliance with such Agreement,

**Whereas** Applicant has recently taken or intends to take certain measures designed to ameliorate Protestants' concerns,

**Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:**

1. Hours.

(a) Subject to the provisions of paragraph (b) of this section, the hours of operation and hours during which alcoholic beverages may be served shall be those permitted by District of Columbia law and applicable Alcoholic Beverage Control regulations.

(b) Notwithstanding paragraph (a) of this section, the Parties acknowledge that there exists a discrepancy in the records of the Board regarding the Applicant's legally permissible hours of operation, and further acknowledge that this Cooperative Agreement does not take precedence over any previous Board order. The Protestants hereby take no position on what legal hours of operation have previously been approved by the Board for the Applicant, but Applicant agrees to address the matter directly with the Board.

2. Capacity. The seating capacity for this establishment provided in its Certificate of Occupancy is 49. Total occupancy (seated and standing) shall not exceed the number permitted by the D.C. Fire Marshal and/or BOCA Code, as applicable.

3. Noise/Music/Dancing.

(a) Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with 24 DCMR 905 and 20 DCMR 2800.

(b) The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. In addition, Applicant agrees to close the front windows on its first floor by no later than 7:30 pm each night, and further agrees to replace the front windows on its second floor with a fixed pane window not capable of being opened.

(c) Applicant will not offer live music entertainment, and there shall be no music played on the roof.

4. Trash/garbage/rodents. Applicant shall maintain regular trash garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and eliminate the rat population. In addition, Applicant will place a trash receptacle in front of the establishment no later than 10 pm each evening it is in operation and will remove said trash receptacle following the departure of its patrons from the area after closing.

5. Exterior including public space.

(a) Applicant shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply

with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to (i) prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, (ii) to cause patrons to leave those areas quietly at closing, and (iii) at all other times, to cause departing patrons to leave the vicinity promptly. (See also section 8 below.)

(b) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

6. Items specific to establishment.

(a) Applicant agrees to require any bartender (or other employee serving drinks in the establishment) who has completed four months' employment to attend and successfully complete the "TIPS" Training program.

(b) Applicant agrees to inform its employees of the terms of this Agreement, a copy of which will be available on the premises and readily accessible for viewing by any person requesting it during business hours.

(c) Applicant agrees to maintain the exterior south-facing wall of its building in a graffiti-free condition by removing such graffiti and, if necessary, repainting such wall, at least once every six months.

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.

8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise down from 11:00 PM to 7:00 AM. Applicant will post a sign or notice in a conspicuous location near its front door, with lettering of conspicuous size, encouraging departing patrons to be considerate of residential neighbors and to depart the area quickly and quietly.

9. Modification. This Agreement can be modified only by the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board. If Applicant desires to modify the terms of this Agreement, then prior to implementing the changes, Applicant shall receive written agreement from ANC 1C after a majority of Commissioners shall have voted in favor of changes at a full public meeting, a quorum being present.

10. Previous Agreements Superseded. Subject to the approval of the Board, this Cooperative Agreement supersedes any and all previous Voluntary or Cooperative Agreements between the Applicants and any of the Protestants, and all such previous Voluntary or Cooperative Agreements between the Parties are hereby declared null and void.



11. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.
12. Withdrawal of Protest. Protestants agree to renewal of the license and the withdrawal of their respective protests *provided* that this Cooperative Agreement is incorporated into the Board's order granting the aforesaid Application, which order is thereby conditioned upon compliance with such Cooperative Agreement.

## APPLICANT:

Salgon Corporation t/a Common Share

By: Salvatore Gorgone, President  
Its Authorized Representative

## PROTESTANTS:

Advisory Neighborhood Commission 1C

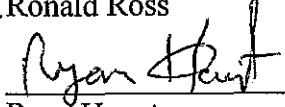
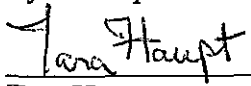
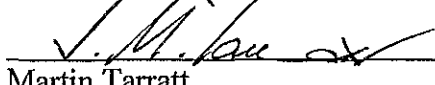
By: 

Andrew James Miscuk, Chairperson

Kalamazoo Citizens Association

By: 

Denis James, ABC &amp; Licensing Chair

Individuals Sharing Common  
Ground of Protest:  
Karen Sasahara  
Michael Ratney  
Ronald Ross  
Ryan Haupt  
Tara Haupt  
Martin Tarratt

**BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD**

**In the Matter of:**

Salgon Corporation  
t/a The Common Share

Application for a Retailer's Class  
CR License (renewal)  
at premises  
2003 18<sup>th</sup> Street, N.W.  
Washington, D.C.

Application no. 30315-02/080P  
2002-275

Denis I.E. James, on behalf of the Kalorama Citizens Association, Martin Tarratt, Ronald R. Ross, Karen Sasahara, Ryan Haupt, Tara Haupt, and Daniel R. Brody, on behalf of the Advisory Neighborhood Commission 1C, Protestants

Salvatore Gargone, on behalf of the Applicant

**BEFORE:** Roderic L. Woodson, Esquire, Chair  
Vera Abbott, Member  
Charles Burger, Member  
Laurie Collins, Member  
Judy Moy, Member  
Ellen Oppen-Weiner, Esquire, Member  
Audrey Thompson, Member

**ORDER ON WITHDRAWN PROTEST  
AND VOLUNTARY AGREEMENT**

The application, having been protested, came before the Board on October 9, 2002 in accordance with the D.C. Official Code Section 601 (2000 Edition). Denis I.E. James, on behalf of the Kalorama Citizens Association, Martin Tarratt, Ronald R. Ross, Karen Sasahara, Ryan Haupt, Tara Haupt, and Daniel R. Brody, on behalf of the Advisory Neighborhood Commission 1C, filed timely opposition.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated November 20, 2002, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of

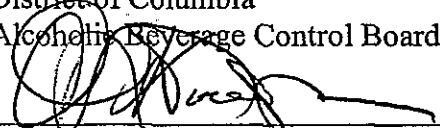
Salgon Corporation  
t/a The Common Share  
Page two


the agreement.


Accordingly, it is this 17<sup>th</sup> day of December 2002, **ORDERED** that:

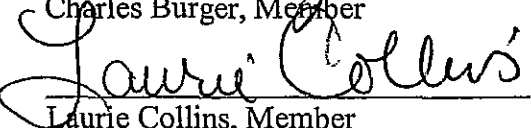
1. The opposition of Denis I.E. James, on behalf of the Kalorama Citizens Association, Martin Tarratt, Ronald R. Ross, Karen Sasahara, Ryan Haupt, Tara Haupt, and Daniel R. Brody, on behalf of the Advisory Neighborhood Commission 1C is **WITHDRAWN**;
2. The application of Salgon Corporation t/a The Common Share for a retailer's class CR license (renewal) located at 2003 18<sup>th</sup> Street, N.W., Washington, D.C. is **GRANTED**;
3. The above-referenced agreement between the parties is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestants and the Applicant.

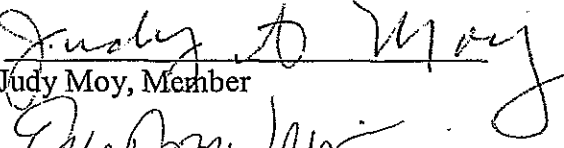
District of Columbia  
Alcoholic Beverage Control Board

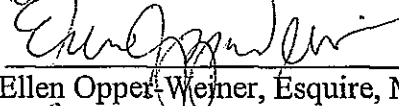
  
Roderic L. Woodson, Esquire, Chair

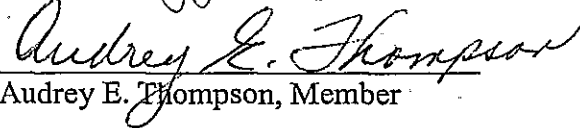
  
Vera Abbott, Member

  
Charles Burger, Member

  
Laurie Collins, Member

  
Judy Moy, Member

  
Ellen Oppenheimer, Esquire, Member

  
Audrey E. Thompson, Member

950721001

7/26/95 - *Revised copy*

30315

**VOLUNTARY AGREEMENT**

APPLICATION # 30315-95034P

**RECEIVED JUL 21 1995**

LOCATION 2003 18th Street, N.W.

The Applicant, Salgon Corporation T/A Madams Organ, seeking a Substantial Change Request to Class CR license number 016-274 to permit live entertainment, voluntarily agrees to the following conditions in order to ensure the peace, order, and quiet of the surrounding neighborhood:

**1. General Conditions of Operation:**

**a. Windows:**

- i. All windows shall be closed and secured promptly at 10 p.m. every Sunday through Thursday evenings and remain closed until opening time the following day.
- ii. All windows shall be closed and secured promptly at 12 a.m. (midnight) every Friday and Saturday night and remain closed until opening time the following day.
- iii. In the event that either recorded disc jockey/dance entertainment or live entertainment begins before 10 p.m. on any night, all windows shall be closed and secured prior to the beginning of such entertainment and remain closed until opening time the following day.

**b. Doors:**

- i. The front doors shall be used for normal ingress and egress only.
- ii. The front doors may not be propped open in any manner.

**c. Posting Voluntary Agreement:**

- i. Applicant shall inform all employees of the above conditions of operation and their responsibility to comply with these conditions.
- ii. Applicant shall post a copy of this agreement on the premises where employees will take notice of the conditions above.

2. Conditions for Live Entertainment:

- a. Windows shall be closed and secured in accordance with section 1.a.iii, above.
- b. All live entertainment shall cease promptly at the following times:
  - i. 1 a.m. on Monday through Friday, and
  - ii. 2 a.m. on Saturday and Sunday.<sup>1</sup>

3. Evaluation of License Revision:

- a. The undersigned agree to evaluate any adverse impacts of the substantial change request on the peace, order and quiet of the neighborhood, as well as any adverse impacts on pedestrian and vehicular traffic after six months of operation, if necessary.
- b. If any adverse impacts resulting from the substantial change request are identified, the undersigned shall mutually determine what reasonable action, if any, shall be taken to minimize and alleviate the identified adverse impacts.

10/4/85

The undersigned agree to review and amend this agreement after identifying the adverse impacts of the substantial change request and appropriate actions, if necessary, in preparation for the renewal process.

4. Effect of Voluntary Agreement:

10/4/85

The terms and conditions of this voluntary agreement shall remain in effect for the life of this license, unless the undersigned agree to amend this agreement pursuant to paragraph 2.a. above.

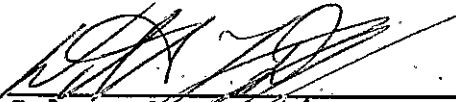
- b. This voluntary agreement shall be submitted to the Board of the Alcoholic Beverage Control Division for approval of the substantial change request conditioned upon the Applicant's compliance with the terms herein.

c. Failure of the Applicant to comply with any or all of the above conditions shall constitute a breach of the voluntary agreement and shall serve as grounds for a


<sup>1</sup> These hours correspond to an hour before sales of alcoholic beverages must cease under District of Columbia Alcoholic Beverage Control Regulations at Vol. 35, No. 26, Section 709.10. (June 24, 1988).

show cause hearing initiated pursuant to District of  
Columbia Alcoholic Beverage Control Regulations at Vol.  
35, No. 26, Section 1513.5 (June 24, 1988).


Signed and dated:

  
\_\_\_\_\_  
Salgon Corporation  
2003 18th Street, N.W.

Date 18 July 95

  
\_\_\_\_\_  
Representative of the Vernon House  
Condominium Association  
1811 Vernon Street, N.W.

Date 7/18/95

  
\_\_\_\_\_  
Representative of the Ashley  
Condominium Association

Date July 20, 1995

Received by:

\_\_\_\_\_  
Chairperson, ANC 1C

Date \_\_\_\_\_

\_\_\_\_\_  
Single Member District Commissioner

Date \_\_\_\_\_